

465-16/TMC  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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PENN MARITIME, INC.,

Plaintiff,

-against-

**VERIFIED COMPLAINT**

20 Civ. \_\_\_\_\_

GEARBULK SHIPOWNING LTD, GEARBULK LTD  
and GEARBULK NORWAY AS, *In personam*,

and

M/V "GROUSE ARROW", her engines,  
rigging, equipment and appurtenances, etc.,  
*In rem*,

Defendants.

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Plaintiff Penn Maritime, Inc. ("Plaintiff"), by and through its attorneys, Freehill Hogan & Mahar, LLP, as and for its Verified Complaint against Gearbulk Shipowning Ltd., Gearbulk Ltd. and Gearbulk Norway AS (the "Defendants") and the M/V GROUSE ARROW, her engines, rigging, equipment and appurtenances, etc. ("Vessel"), alleges as follows:

1. This is an admiralty and maritime claim pursuant to Rule 9(h) of the Federal Rules of Civil Procedure and Rule C of the Supplemental Rules for Certain Admiralty Claims.

2. This Court has jurisdiction over the matter pursuant to 28 U.S.C. § 1333 as the case is within the Court's admiralty and maritime jurisdiction.

3. Plaintiff Penn Maritime, Inc. is and was at all relevant times a corporation organized and existing under the laws of Delaware with its principal place of business in Houston, Texas and is and was the owner of the tug BLUEFIN and barge PENN 80, a United States-flagged articulated tug and barge unit.

4. At all relevant times, the GROUSE ARROW was a merchant vessel flagged in the Bahamas.

5. Upon information and belief, Gearbulk Shipowing LTD is a foreign business entity and was the registered owner of the GROUSE ARROW on December 11, 2016.

6. Upon information and belief, Gearbulk LTD is a foreign business entity and was the commercial manager of the GROUSE ARROW on December 11, 2016.

7. Upon information and belief, Gearbulk Norway AS is a foreign business entity and was the ISM manager of the GROUSE ARROW on December 11, 2016.

8. Jurisdiction exists over the MV GROUSE ARROW *in rem* by virtue of a Letter of Undertaking ("LOU") issued by Gard (North America) Inc. and Gard P. & I. (Bermuda) Ltd. dated December 15, 2016.

9. On or about December 11, 2016, the GROUSE ARROW and the BLUEFIN were each underway in the Chesapeake Bay near Baltimore, Maryland.

10. On or about December 11, 2016, at 07:48 A.M., the GROUSE ARROW and the BLUEFIN/PENN 80 collided in Brewerton Channel Eastern Extension while the GROUSE ARROW was overtaking the BLUEFIN/PENN80, resulting in physical damages to the PENN 80.

11. The collision and damages resulting therefrom were not caused, in whole or in part, by any act, omission, fault or neglect of Plaintiff or any of its agents, servants or anyone from whom they are responsible, or of the BLUEFIN or PENN 80, their crew or officers.

12. The collision and damages resulting therefrom were solely caused by the acts, omissions, fault, and/or neglect and/or unseaworthiness of the GROUSE ARROW and its crew or officers or agents, including, but not limited to the violation of numerous navigational rules governing inland navigation, including, but not limited to: the duties of an overtaking vessel (Rule 13); maintaining a safe speed (Rule 6); actions by a give way vessel (Rule 16); failure to recognize a risk of collision (Rule 7); and actions to avoid collision (Rule 8) and their otherwise negligent navigation and manning of the vessel.

13. Plaintiff is therefore entitled to recover from defendants for all losses and damages incurred as a result of the collision.

14. As best as may be presently estimated, the BLUEFIN suffered damages totaling \$710,547.00, none of which has been paid despite due demand.

WHEREFORE, Plaintiff prays:

- a. that Gard (North America) Inc. and/or Gard P. & I. (Bermuda) Ltd. and/or the defendants file a Statement of Right or Interest in and on behalf of the vessel GROUSE ARROW;
- b. that judgment be entered against all Defendants sued *in personam*, jointly and severally;
- c. that judgment be entered *in rem* against the GROUSE ARROW and that judgment be satisfied by Gard P. & I. (Bermuda) Ltd; and
- d. that Plaintiff be awarded costs, prejudgment and post judgment interest, and such other and further relief as justice may require.

Dated: New York, New York  
January 9, 2020

FREEHILL, HOGAN & MAHAR LLP

By: 

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*Attorneys for Plaintiff*  
Penn Maritime, Inc.

VERIFICATION

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF NEW YORK    )

Thomas M. Canevari, an attorney at law, duly admitted to practice in the Courts of the State of New York, affirms under penalty of perjury as follows:

1. I am the attorney for PENN MARITIME, INC., in the above matter and have read the foregoing Verified Complaint, know the contents thereof upon information and belief, and I believe the matter alleged therein to be true.

2. The reason this Verification is made by me and not by PENN MARITIME, INC. is that this Plaintiff is a corporation, none of whose officers are presently within the County in which I maintain my offices.

3. The source of my information and the grounds for my belief are communications, papers and reports contained in my file.



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Thomas M. Canevari

Sworn to before me this  
9th day of January, 2020.



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NOTARY PUBLIC

ANNETTE CARRUBBA  
Notary Public, State of New York  
No. 01CA4684574  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires April 30, 2020